

BLANK ROME LLP
Attorneys for Liquid Engines, Inc.
The Chrysler Building
405 Lexington Avenue
New York, New York 10174
(212) 885-5000
Edward J. LoBello (EL 3337)
Michael Z. Brownstein (MB 9379)
Melissa S. Vongtama (MV 9402)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: : **Chapter 11**
:
LEHMAN BROTHERS HOLDINGS : **Case No. 08-13555 (JMP)**
INC., et al., : **Jointly Administered**
:
Debtors. : **Re: Dkt. Nos. 60, 191, 893, 1454**
:

**CURE AMOUNT OBJECTION AND RESERVATION OF RIGHTS OF LIQUID
ENGINES, INC. WITH RESPECT TO DEBTORS' NOTICE OF EXTENDED
OBJECTION DEADLINE FOR CERTAIN COUNTERPARTIES TO CONTRACTS AND
LEASES ASSUMED AND ASSIGNED TO PURCHASER**

**TO: THE HONORABLE JAMES M. PECK,
UNITED STATES BANKRUPTCY JUDGE**

Liquid Engines, Inc. ("LEI"), an affiliate of Thomson Reuters PLC and Thomson Reuters Corporation (collectively, with their affiliates, including but not limited to TradeWeb Markets LLC and its affiliates, Omgeo LLC, and LEI, "Thomson Reuters"), by its counsel, Blank Rome LLP, hereby submits this cure amount objection and reservation of rights with respect to the Notice of Extended Objection Deadline For Certain Counterparties to Contracts and Leases Assumed and Assigned to Purchaser [Dkt. No. 1454] (the "Extended Deadline Notice"), and respectfully represents:

BACKGROUND

1. Thomson Reuters is the world's leading provider and source of information for businesses and professionals. Thomson Reuters provides essential products and services for the global market by creating transparency and by providing insight through independent news and content.

2. Thomson Reuters provided Lehman with software, content, support and infrastructure pursuant to certain executory contracts (collectively, together with any other amendments, addenda, supplements or related invoices, purchase orders, or other documents, the "Thomson Reuters Contracts").

3. LEI is an affiliate of Thomson Reuters. Among the Thomson Reuters Contracts is a certain master agreement between LEI and LBHI,¹ as amended from time to time (the "LEI Agreement").

PROCEDURAL HISTORY

4. The Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on September 15, 2008 and on various dates thereafter. The Debtors filed a motion to sell certain assets to Barclays on September 17, 2008 [Dkt. No. 60] (the "Sale Motion").

5. On September 18, 2008, in connection with the Sale Motion, the Debtors posted the lists of contracts to be assumed and assigned to Barclays as of the Closing Date. The Debtors revised the list of Closing Date Contracts on October 1, 2008. Although the lists lacked sufficient detail, Thomson Reuters has a reasonable basis to believe that all of the Thomson

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Extended Deadline Notice.

Reuters Contracts, including the LEI Agreement, were assumed and assigned on the Closing Date.

6. The Debtors have proposed an aggregate cure amount of approximately \$9.2 million (later reduced to approximately \$8.1 million) with respect to the Thomson Reuters Contracts. Of this sum, the Debtors proposed a cure amount of \$125,702.00 with respect to the LEI Agreement (the "Proposed LEI Cure Amount").

7. Thomson Reuters, on behalf of itself and its affiliates, including LEI, timely filed cure amount objections and reservations of rights on September 19, 2008 [Dkt. No. 191] and October 13, 2008 [Dkt. No. 893].

8. Pursuant to the Extended Deadline Notice, LEI's deadline to object to the Proposed LEI Cure Amount is November 24, 2008. Although Thomson Reuters has already timely filed cure amount objections and reservations of rights on its behalf and on behalf of its affiliates, Liquid Engines hereby files this limited objection and reservation of rights for the sake of clarity.

CURE AMOUNT OBJECTION

9. LEI hereby objects to the Proposed LEI Cure Amount of \$125,702.00. LEI provided prepetition services to and incurred reimbursable expenses on behalf of the Debtors in the aggregate sum of \$241,392.00. The Debtors have not paid this obligation, and such amount is due and owing. Pursuant to the Sale Order, the Debtors must pay LEI the proper cure amount of \$241,392.00 in accordance with its assumption and assignment of the LEI Agreement to Barclays on the Closing Date.

10. For several months, Thomson Reuters and the Debtors have been engaging in a dialogue in an attempt to resolve their disagreements as to the cure amount. Although Thomson Reuters remains hopeful, the parties have not yet reached a consensus. In the event the parties'

efforts to achieve a consensus are unsuccessful, Thomson Reuters requests that this Court schedule a hearing to determine the applicable cure amount with respect to the Thomson Reuters Contracts, including the LEI Agreement.

RESERVATION OF RIGHTS

11. LEI incorporates by reference the reservations of rights previously filed by Thomson Reuters, including, but not limited to, its right to further supplement this objection and to assert that additional amounts are required to be paid by reason of the assumption and assignment of the LEI Agreement under section 365 of the Bankruptcy Code.

WHEREFORE, LEI respectfully requests that the Court (a) determine that the appropriate cure amount with respect to the LEI Agreement is \$241,392.00, and (b) grant LEI such other and further relief as is just and proper.

Dated: New York, New York
November 24, 2008

Respectfully Submitted,

BLANK ROME LLP

By: /s/ Edward J. LoBello
Edward J. LoBello (EL 3337)
Michael Z. Brownstein (MB 9379)
Melissa S. Vongtama (MV 9402)
The Chrysler Building
405 Lexington Avenue
New York, New York 10174
Tel: (212) 885-5000
Fax: (212) 885-5001

Attorneys for Liquid Engines, Inc.